conveyance be his own or is one used for his benefit by virtue of a contract with another, the same being in compliance with one of the implied or express terms of the contract of employment, for the mere use of the employees, and is one which the employees are required, or as a matter of right are permitted, to use by virtue of their contract of employment, the employer is liable. In the instant case it is undisputed that the train which was carrying appellant's miners, including the decedent, to and from their place of work was being operated under a contract between appellant and the railroad company, and that the consideration for such operation was paid by appellant. We attach no importance to the fact that the employee had agreed to pay, and was paying at the time of the injury, $1.25 per month for the privilege of using the train, such sum being retained by appellant from the employee's wages. This was but an incident of his employment. It also appears that the train was being used for the exclusive purpose of carrying appellant's employees, including the decedent, to and from the place of work. We follow the principle above set out, and hold that the decedent's injuries arose in due course and out of his employment."

Workmen's Compensation Act--Injury to Salesman Reporting Sales. —In J. E. Porter Co. *v.* Industrial Commission, 133 N. E. 652, the Supreme Court of Illinois held that, where a traveling salesman arrived at his home from business of his employer about 11:40 a. m., stopped for lunch, and started to walk to the employer's factory to report sales and settle up for the week, turn in expense account, collect his salary, and get instructions for the next week, and was injured by an automobile while boarding a street car, his injuries arose out of and in the course of the employment, within the Workmen's Compensation Act.

The court said in part: "Whether one en route to his place of employment is in the line of his employment, in the sense that an injury received while so en route arises out of and in the course of that employment, depends upon the circumstances of each case and is largely one of fact. Wabash Railway Co. *v.* Industrial Com., 294 Ill. 119, 128 N. E. 290. The rule is that the accident must be suffered in the course of the employment, in the doing of something which the employee may reasonably do at any time during which he is employed and at a place where he may reasonably be during that time to do that thing. Dietzen Co. *v.* Industrial Board, 279 Ill. 11, 116 N. E. 684, Ann. Cas. 1918B, 764; Central Garage *v.* Industrial Com., 286 Ill. 291, 121 N. E. 587. It was held in Walsh Teaming Co. *v.* Industrial Com., 290 Ill. 536, 125 N. E. 331, that the act of obtaining a receipt was in the line of the employment or an incident of the same, and that an injury received by an employee while engaged in securing the receipt arose out of and in the course of his employment. Here a

fair construction of the employee's testimony is that his services for the week had not ended; that he was on his way to the factory to report his sales, receive instructions as to his duties for the next week, and collect his salary. We are of the opinion that such shows him to have been within the line of his employment. Schweiss *v.* Industrial Com., 292 Ill. 90, 126 N. E. 566. The fact that he found it convenient on his way to the office to get his lunch at his home and stopped there for that purpose is not sufficient, of itself, to take the accident out of the provisions of the Workmen's Compensation Act."